



## Union Tank Car Company

225 West Washington Street  
Chicago, Illinois 60606  
312/372-9500

RECORDATION NO. 17844-D  
FILED 1425

JUN 13 1994 - 9 55 AM

INTERSTATE COMMERCE COMMISSION

June 3, 1994

Interstate Commerce Commission  
12th St. & Constitution Ave., N.W.  
Washington, DC 20423

Attn: Ms. Mildred R. Lee  
Room 2303

Re: Union Tank Car Company  
Equipment Lease Agreement (L-7K)  
(UTC Trust No. 1992-A)  
Recordation No. 17844

Dear Ms. Lee:

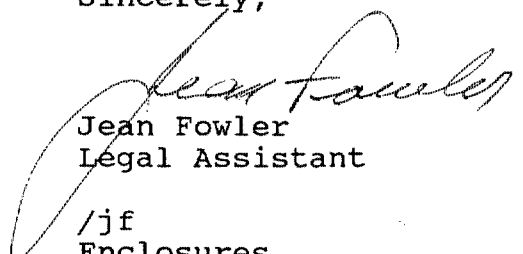
Enclosed are five certified copies of Lease Supplement No. 1 dated as of June 30, 1992, between Union Tank Car Company and The Connecticut National Bank, as Trustee.

Please file this document as a supplement to the filing referred to above. Enclosed is our check in the amount of \$18 for the filing fee. Please return four copies of the documents, stamped to show the filing, to me.

If you have any questions, please call me at (312) 845-5457.

Thank you.

Sincerely,

  
Jean Fowler  
Legal Assistant

/jff  
Enclosures

UTC4066L



A MEMBER OF THE MARMON GROUP OF COMPANIES

RECORDATION NO. 17844-2 FILED 1425

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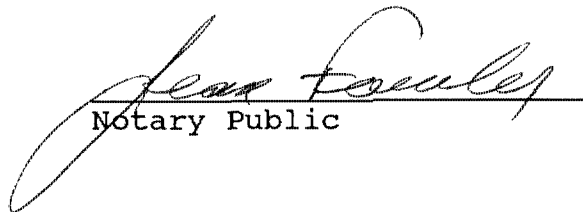
INTERSTATE COMMERCE COMMISSION

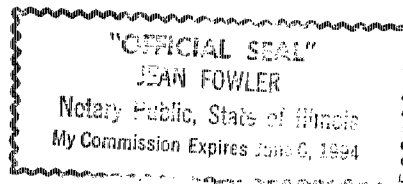
STATE OF ILLINOIS)  
 )  
COUNTY OF COOK )

CERTIFICATE

The undersigned, Jean Fowler, a Notary Public in and for said County and State, hereby states that she has compared the attached copy of the Lease Supplement No. 1 (L-7K) (UTC Trust No. 1992-A), dated as of June 30, 1992, with the original document thereof and hereby certifies that such attached copy is a true and correct copy of the original document in all respects.

In Witness Whereof, the undersigned has set her hand and seal this 3rd day of June, 1994.

  
Notary Public



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INTERSTATE COMMERCE COMMISSION

LEASE SUPPLEMENT NO. 1 (L-7K)  
(UTC Trust No. 1992-A)

Dated as of June 30, 1992

between

THE CONNECTICUT NATIONAL BANK,  
Lessor

and

UNION TANK CAR COMPANY,  
Lessee

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CERTAIN OF THE RIGHT, TITLE AND INTEREST OF THE LESSOR IN AND TO THIS LEASE SUPPLEMENT, THE EQUIPMENT COVERED HEREBY AND THE RENT DUE AND TO BECOME DUE UNDER THE LEASE HAVE BEEN ASSIGNED AS COLLATERAL SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, NATIONSBANK OF SOUTH CAROLINA, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT (UTC Trust No. 1992-A), DATED AS OF JUNE 30, 1992, BETWEEN SAID INDENTURE TRUSTEE, AS SECURED PARTY, AND THE LESSOR, AS DEBTOR. INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM THE INDENTURE TRUSTEE AT ITS ADDRESS SET FORTH IN SECTION 20 OF THE LEASE. SEE SECTION 25.2 OF THE LEASE FOR INFORMATION CONCERNING THE RIGHTS OF THE ORIGINAL HOLDER AND THE HOLDERS OF THE VARIOUS COUNTERPARTS HEREOF.

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[Filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on \_\_\_\_\_, 1992, at \_\_\_\_:\_\_\_\_ [A.M.][P.M.], Recordation Number \_\_\_\_\_, and deposited in the office of the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada on \_\_\_\_\_, 1992, at \_\_\_\_:\_\_\_\_ [A.M.][P.M.]]4/

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4/ For conformed copy

LEASE SUPPLEMENT NO. 1 (L-7K)  
(UTC Trust No. 1992-A)

LEASE SUPPLEMENT NO. 1 (L-7K) (UTC Trust No. 1992-A) dated June 30, 1992 (this "Lease Supplement") between The Connecticut National Bank, not in its individual capacity but solely as Owner Trustee (the "Lessor") under the Trust Agreement, and UNION TANK CAR COMPANY, a Delaware corporation (the "Lessee");

W I T N E S S E T H :

WHEREAS, the Lessor and the Lessee have heretofore entered into that certain Equipment Lease Agreement (L-7K) (UTC Trust No. 1992-A) dated as of June 30, 1992 (the "Lease"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in Appendix A to the Lease; and

WHEREAS, the Participation Agreement and the Lease provide that on the Closing Date, the Lessee shall deliver to the Owner Trustee a Bill of Sale dated such date by which the Lessee bargains, conveys, assigns, sets over, sells and delivers to Owner Trustee, and the Owner Trustee purchases and accepts from the Lessee, the Units to be conveyed on the Closing Date, and said Bill of Sale has been delivered by the Lessee and accepted by the Owner Trustee on the Closing Date; and

WHEREAS, the Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for the purpose of confirming the acceptance and lease of the Units under the Lease as and when delivered by the Lessor to the Lessee in accordance with the terms thereof;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, the Lessor and the Lessee hereby agree as follows:

1. Inspection and Approval. The Lessee hereby acknowledges and confirms that it has inspected and approved the Units set forth on Schedule 1 hereto and, as between the Lessor and the Lessee, such Units comply in all material respects with the specifications for such Units and are in good working order.

2. Delivery and Acceptance. The Lessor hereby confirms delivery and lease to the Lessee, and the Lessee hereby confirms acceptance and lease from the Lessor, under the Lease as hereby supplemented, of the Units listed on Schedule 1 hereto.

3. Warranty. The Lessee hereby represents and warrants that no Event of Loss has occurred with respect to the Units set forth on Schedule 1 hereto as of the date hereof.

4. Equipment Cost, etc. The Equipment Cost of each of the Units leased hereunder is as set forth on Schedule 1 to the Participation Agreement. The Basic Rent, Stipulated Loss Values, Termination Values and EBO Price applicable in respect of the Units are set forth, respectively, on Schedules 3, 4, 5 and 8 to the Participation Agreement.

5. Confirmation. The Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement, to pay Rent to the Lessor for each Unit leased hereunder as provided for in the Lease.

6. Incorporation into Lease. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease, as supplemented by this Lease Supplement, shall be and remain in full force and effect.

7. References. Any and all notices, requests, certificates and other instruments executed and delivered concurrently with or after the execution and delivery of this Lease Supplement may refer to the "Equipment Lease Agreement, dated as of June 30, 1992", the "Lease Agreement, dated as of June 30, 1992", or the "Lease, dated as of June 30, 1992", or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

8. Counterparts. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered in the City of Evanston, State of Illinois, on the day and year first above written.

**LESSOR:**

THE CONNECTICUT NATIONAL BANK, not  
in its individual capacity, but  
solely as Owner Trustee

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

PHILIP G. KANE, JR.  
VICE PRESIDENT

**LESSEE:**

UNION TANK CAR COMPANY

By: 

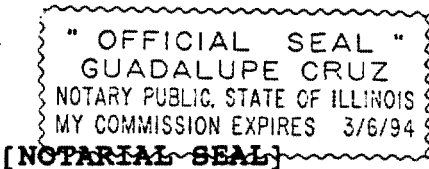
Name: \_\_\_\_\_

Title: \_\_\_\_\_

SG DINSMORE  
VICE PRESIDENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 29th of June, 1992, before me personally appeared in the City of Evanston, State of Illinois, P. G. KANE, Jr., to me personally known, who being by me duly sworn, says that he is the VICE PRESIDENT of THE CONNECTICUT NATIONAL BANK, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

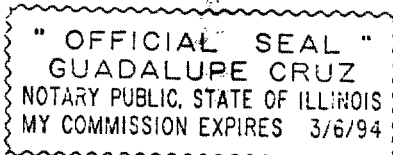


Guadalupe Cruz  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 29th day of June, 1992, before me personally appeared in the City of Evanston, State of Illinois, SG D. W. SMOKE, to me personally known, who being by me duly sworn, says that he is the VICE PRESIDENT of UNION TANK CAR COMPANY, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Guadalupe Cruz  
Notary Public

[NOTARIAL SEAL]

My commission expires: \_\_\_\_\_

## DESCRIPTION OF EQUIPMENT L-7K

BUILT MONTH	EQUIP. GROUP NUMBER	MARK	CAR NUMBER	AAR CODE	DOT CLASS	BCV SPECS
OTHER NON-PRESSURE/GENERAL PURPOSE CARS						
MAY 1991	11	UTLX	125229	T054	111A100W2	T
JUN 1991	11	UTLX	125230	T054	111A100W2	T
MAY 1991	11	UTLX	125231	T054	111A100W2	T
MAY 1991	11	UTLX	125232	T054	111A100W2	T
JUN 1991	11	UTLX	125233	T054	111A100W2	T
JUN 1991	11	UTLX	125234	T054	111A100W2	T
APR 1992	12	UTLX	130112	T055	111A100W5	R
APR 1992	12	UTLX	130113	T055	111A100W5	R
APR 1992	12	UTLX	130114	T055	111A100W5	R
APR 1992	12	UTLX	130115	T055	111A100W5	R
APR 1992	12	UTLX	130116	T055	111A100W5	R
APR 1992	12	UTLX	130117	T055	111A100W5	R
APR 1992	12	UTLX	130118	T055	111A100W5	R
APR 1992	12	UTLX	130119	T055	111A100W5	R
APR 1992	12	UTLX	130120	T055	111A100W5	R
APR 1992	12	UTLX	130121	T055	111A100W5	R
APR 1992	12	UTLX	130122	T055	111A100W5	R
APR 1992	12	UTLX	130123	T055	111A100W5	R
APR 1992	12	UTLX	130126	T055	111A100W5	R
APR 1992	12	UTLX	130127	T055	111A100W5	R
MAR 1991	4	UTLX	642650	T105	111A100W1	4G 2EC
MAR 1991	4	UTLX	642651	T105	111A100W1	4G 2EC
MAR 1991	4	UTLX	642652	T105	111A100W1	4G 2EC
MAR 1991	4	UTLX	642653	T105	111A100W1	4G 2EC
MAR 1991	4	UTLX	642654	T105	111A100W1	4G 2EC
MAR 1991	4	UTLX	642655	T105	111A100W1	4G 2EC
MAR 1991	4	UTLX	642656	T105	111A100W1	4G 2EC
MAR 1991	4	UTLX	642657	T105	111A100W1	4G 2EC
MAR 1991	4	UTLX	642658	T105	111A100W1	4G 2EC
MAR 1991	4	UTLX	642659	T105	111A100W1	4G 2EC
APR 1991	4	UTLX	642694	T105	111A100W1	4G 2EC
APR 1991	4	UTLX	642695	T105	111A100W1	4G 2EC
APR 1991	4	UTLX	642696	T105	111A100W1	4G 2EC
APR 1991	4	UTLX	642697	T105	111A100W1	4G 2EC
APR 1991	4	UTLX	642698	T105	111A100W1	4G 2EC
APR 1991	4	UTLX	642699	T105	111A100W1	4G 2EC
APR 1991	4	UTLX	642700	T105	111A100W1	4G 2EC
APR 1991	4	UTLX	642701	T105	111A100W1	4G 2EC
APR 1991	4	UTLX	642702	T105	111A100W1	4G 2EC
APR 1991	4	UTLX	642703	T105	111A100W1	4G 2EC
APR 1991	4	UTLX	642704	T105	111A100W1	4G 2EC
APR 1991	4	UTLX	642705	T105	111A100W1	4G 2EC
APR 1991	4	UTLX	642706	T105	111A100W1	4G 2EC
APR 1991	4	UTLX	642707	T105	111A100W1	4G 2EC
APR 1991	4	UTLX	642708	T105	111A100W1	4G 2EC
APR 1991	4	UTLX	642709	T105	111A100W1	4G 2EC
APR 1991	4	UTLX	642710	T105	111A100W1	4G 2EC
APR 1991	4	UTLX	642711	T105	111A100W1	4G 2EC
APR 1991	4	UTLX	642712	T105	111A100W1	4G 2EC
APR 1991	4	UTLX	642713	T105	111A100W1	4G 2EC

TOTAL OTHER NON-PRESSURE/  
GENERAL PURPOSE CARS:

50